



## UNION FOR PROGRESSIVE JUDAISM

### **LOAN ASSISTANCE APPLICATION – JEWISH PROFESSIONALS**

The Union for Progressive Judaism has a limited number of opportunities to provide loans to Jewish professionals who are associated with UPJ congregations (including provisional UPJ member congregations) or related organisations for their professional development, especially those seeking to train as a Rabbi or Cantor. If you are interested in applying for a loan for a professional development program that will benefit the Progressive Movement in the UPJ region, please complete this application. Note that each year of professional development assistance requires a separate loan assistance application

The UPJ offers loans for study at approved institutions. Refer to the loan agreement template for specific loan terms and conditions (see page 3).

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Institution/Congregation: \_\_\_\_\_

#### **Professional development program for which you are applying**

Name of institute: \_\_\_\_\_

Location: \_\_\_\_\_

Length of course: \_\_\_\_\_

Year to which this application refers (e.g. Year 2): \_\_\_\_\_

Commencement date for this loan: \_\_\_\_\_

Tuition cost & other expenses for this loan period: \_\_\_\_\_

Loan amount applied for\*: \_\_\_\_\_

\* All applicants are expected to cover the majority of the expenses personally.

**Please describe your work as a Progressive Jewish professional (describe your work either as a paid professional or volunteer):**

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**Why do you want to undertake this program?**

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**What do you hope to gain from the participation in this program?**

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**How will your participation in this program benefit the Progressive Movement in the UPJ region?**

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**Other relevant information**

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I understand that this application does not automatically qualify me to receive a loan from the Union for Progressive Judaism for the professional development program for which I am applying. I understand that:

1. in order for my initial application to be considered, I will provide a letter from my institution/congregation indicating that they support my undertaking the professional development program, and attesting to my ability to successfully undertake a course of study; and
2. should my loan application/s be successful, I will submit at least two reports per annum to the UPJ on the progress of my studies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Return this form to:  
Union for Progressive Judaism  
PO Box 367, Botany, NSW, 1455  
upj@upj.org.au**

LOAN AGREEMENT  
BETWEEN  
UNION FOR PROGRESSIVE JUDAISM INC.  
ABN 96 213 500 277  
and  
[name of applicant]

**1. BACKGROUND**

- A. UPJ has been incorporated to foster, develop and encourage Progressive Judaism throughout Australia, New Zealand and Asia.
- B. Consistent with the purpose set out in A above, UPJ wishes to assist students to further their knowledge and understanding of Progressive Judaism.
- C. The Student wishes to engage in formal studies at the Chosen Institution named in the Schedule and has requested UPJ to provide assistance.
- D. UPJ has agreed to provide loan assistance upon the terms set down in this Agreement.

**2. DATE OF AGREEMENT**

- 2.1. This Agreement is made on the date shown in the Schedule.

**3. DEFINITIONS**

- 3.1. In this Agreement unless there is something in the subject or context:

**"Agreement"** means this Agreement and any amendments agreed between the parties subsequent to the Date of Agreement.

**"Chosen Institution"** means the tertiary institution named in the Schedule.

**"Congregation"** means a congregation which is a member of the UPJ.

**"Institution"** means a tertiary institution recognised by the UPJ as providing tuition leading to the vocations of Rabbi, Cantor, Jewish community worker or Jewish educator.

**"Loan"** means the sum set out in the Schedule.

**"Qualification"** means the tertiary qualification to be obtained by the Student through a course of study at the Chosen Institution which is listed in Item 4 of the Schedule.

**"Student"** means the person named in the Schedule.

**"UPJ"** means Union for Progressive Judaism.

**4. JURISDICTION**

- 4.1. The parties agree that this Agreement shall be governed in accordance with the laws of the State of Victoria and shall submit to the jurisdiction of the courts of that State.

## **5. LOAN REPAYMENT TERMS**

- 5.1. The loan will be repayable as follows.

### **Employment within a Congregation – Deemed Repayments**

- 5.2. If the Student commences a full time position with a Congregation within one year of the date the Qualification is awarded, then if the Student remains with the Congregation for a continuous period of one year, the loan shall be deemed to have been repaid. No waiver applies for a period of employment of less than one year.
- 5.3. If the Student commences a part time position with a Congregation within one year of the date the Qualification is awarded, then the length of time for the loan being deemed to be repaid (see 5.2 above) shall be pro-rated in accordance with the percentage of employment. For example, for 50% employment, the period before the loan is deemed to be repaid will be two years.
- 5.4. If combinations of part time and full time employment occur, and/or employment occurs in more than one Congregation, the length of employment required in order for the loan to be deemed repaid in full, will be negotiated and agreed between the UPJ and the Student.

### **Refusal of Offer of Employment with a Congregation**

- 5.5. If the Student is offered, but refuses an offer of full time or part time employment with a Congregation after such an offer is made within one year of the Qualification being awarded, the entire Loan will be repayable in full one year after the date on which the Student refuses the offer of employment.
- 5.6. If the Student refuses an offer of full time or part time employment with a Congregation but is offered and accepts employment (either full or part time) with another Congregation prior to the Loan being repayable in full in terms of Clause 5.5, the Loan will be repayable in accordance with Clauses 5.2 to 5.4.

### **Employment with other Jewish organisations**

- 5.7. If the Student does not commence a full time or part time position with a Congregation within one year of the date the Qualification has been awarded, but is employed by another Jewish organisation outside the UPJ within that time, the loan becomes repayable to UPJ one year after the Student commences employment with the other organisation.

### **No employment (elective) or Alternative Employment**

- 5.8. If the Student, having been awarded the Qualification, elects not to obtain employment, or obtains employment in an organisation that is not a Jewish organisation, the Loan is repayable in full to the UPJ within six months of the Student being awarded the Qualification. The UPJ will be the sole determiner of whether or not the organisation within which the Student is employed, is a Jewish organisation.

### **Loan Waiver in Exceptional Circumstances**

- 5.9. If the Student is unable to find employment in any organisation following the award of the Qualification, for whatever reason (including illness, disability, or any other extraordinary circumstance which prevents the Student achieving employment), the Student may apply to the UPJ for the Loan to be waived. Each case will be considered by the UPJ on its merits and a Loan waiver will only be granted in exceptional circumstances.

### **Death of the Student**

- 5.10. If the Student dies, the loan is deemed to be immediately repaid and will not be a charge on the Student's estate.

### **Non-completion of approved course of study**

- 5.11. If the Student does not complete the Qualification at the Chosen Institution, the loan is repayable to the UPJ in full no later than six months after the Student ceases to be a student for the Qualification.

## **6. REPAYMENT**

### **Invoicing**

- 6.1. In the event of the Loan or any part of the Loan becoming repayable (other than by deemed repayment), the UPJ will invoice the Student and such invoice must be paid in full within sixty (60) days of the date of the invoice. Should the invoice not be paid within 60 days, interest will accrue at the rate of 5% per annum compounding until the invoice is paid, unless an instalment plan is agreed in accordance with Clause 6.2. Any interest accrued is payable in addition to the Loan repayment.

### **Instalment plans and maximum loan repayment period**

- 6.2. The Student may negotiate and agree with the UPJ to repay the loan by instalments that extend beyond the repayment due date as set out in Clauses 5.5 to 5.8.
- 6.3. In all circumstances, the maximum period of time before the loan must be repaid is five years following the award of the Qualification, unless a waiver is granted in accordance with Clause 5.9 or the UPJ agrees to some other arrangement.

## **7. GENERAL**

- 7.1. This Agreement may be amended by written agreement between the parties, being the Student and an authorised representative of the UPJ.
- 7.2. The Student is expected at all times to keep the UPJ apprised of their circumstances during their studies and following the award of the Qualification.

## **8. DISPUTE RESOLUTION**

- 8.1. If a dispute between either of the parties concerning or arising out of this Agreement is unable to be resolved within 20 business days of notification of a dispute being notified by either party, the matter must be referred to a mutually acceptable mediator. If no mutually acceptable mediator can be appointed within 10 business days, the mediator will be appointed by the President for the time being of the Law Institute of Victoria. The parties agree they will engage in any mediation in good faith.

**SCHEDULE**

Date of Agreement	
Name of Student	
Chosen Institution	
Qualification	
Length of Program	
Total amount of Loan	
Instalment schedule	

**AGREEMENT**

I, [name of Student] of \_\_\_\_\_ understand and accept the terms and conditions of this Loan Agreement.

Signed

Signed

[Name of Student]  
Student

[Name of president]  
UPJ President